MCO349

Agreement

for the appointment of Project Managers for commissions for construction projects in the National Health Service

NHS Estates
An Executive Agency of the Department of Health

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for the appointment of Project Managers for commissions for construction projects in the National Health Service

London: HMSO

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About this publication

This agreement has been prepared by NHS Estates for use in connection with commissions in the National Health Service. It relates specifically to NHS Estates procedures and documentation and is not suitable, without review and modification, for use in connection with commissions from other clients.

It has been produced following discussions with:

- The Royal Institute of British Architects (RIBA)
- The Royal Institution of Chartered Surveyors (RICS)
- The Association of Consulting Engineers (ACE)
- The Association of Project Managers (APM)
- Professional Works Interests in the National Health Service (NHS)

It is compatible with:

- The Agreement for the Appointment of Architects, Surveyors and Engineers for Commissions in the National Health Service.

Agreement for the appointment of

_____

Address

_____

_____

in connection with the construction of

_____

at _____

for _____

Scheme _____

Scheme No _____

Date _____

The agreement is subdivided as follows:

1. **Scheme particulars**
2. **Conditions of appointment**
3. **Provision for fees and expenses**
4. **Specimen certificates**
5. **Definitions**
6. **Memorandum of Agreement**, and the related Schedule 1 (List of duties) and Schedule 2 (List of information and actions)

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1.0 Scheme particulars

This part describes the scheme in relation to site, size, cost, target dates, participants, contract strategy, documentation available from the client, client's procedures and meetings to be attended.

For an appointment at stage 1 clauses that cannot be completed should be deleted by the client.

Scope of appointment/scheme

1.1 Location:

_____

_____

1.2 General description (including site area and approximate gross floor area):

_____

_____

_____

_____

1.3 Phasing of the works:

_____

_____

Estimated cost

1.4 The cost of the works (building and engineering) at stage _____ (see clause 3.1) is estimated to be:

New build £ _____ (_____ index (insert name) _____ level)

Alterations and extensions £ _____ (_____ index (insert name) _____ level)

Target dates

1.5

Stage	Start	Finish

Project sponsor

1.6 (Identify individual and position):

_____

Project team

1.7 The project team at stage *(client to complete)* will consist of: (Identify discipline and identity of individuals – if known):

_____

_____

_____

Design team

1.8 It is the intention to appoint the following consultants (state "yes" or "no" and name of firm if known (client to identify): identify discipline of lead consultant)

Architect/building surveyor _____

Quantity surveyor _____

Structural engineer _____

Services engineer _____

Others (please list) _____

Contract procurement

1.9 The contract strategy and procurement method is likely to be:

_____

_____

_____

1.10 The contract administrator within the terms of the building contract will be (insert discipline):

_____

Documentation

1.11 The client requires (insert number) copies of reports, budgets, programmes, drawings, maps, photographs and other records produced by the project manager (for payment see clause 3.11).

1.12 Standard documentation available for reference from project sponsor e.g. Nucleus, Health Building Notes and other guidance material etc. which may be relevant to the scheme (insert title of documents):

_____

_____

_____

Client's procedures

1.13 Capricode

1.14 Specific health authority/scheme requirements (specify):

Meetings

1.15 The project manager will be required by the project sponsor to attend the following meetings. These are in addition to those necessary to perform the project manager's duties as set out in schedule 1 of the memorandum of agreement (for payment see clause 3.19). (Client to identify any particular requirements in terms of purpose, location, timing, frequency etc.):

2.0 Conditions of appointment

This part describes the conditions which normally apply to a project manager's appointment. If different or additional conditions apply, they are set out in the memorandum of agreement, articles 6.11 and 6.12.

Generally

Duration of commission

2.1 The appointment of the project manager will commence from the date of the memorandum of agreement and the commission, unless suspended or terminated, shall be deemed to be completed on the conclusion of the duties set out in schedule 1 of the memorandum of agreement.

Objectives and obligations of the project manager

Objectives

2.2 The objectives of the project manager are to:

a. Provide the management structure in which all parties can effectively perform their duties with the combined aim of completing the scheme to the time and cost target, and quality/function requirements. These targets and requirements are to be agreed with the project sponsor;

b. create a structured, positive and communicative environment within which the project participants will be encouraged to operate;

c. establish procedures for implementing the project sponsor's instructions (including changes) throughout the scheme;

d. anticipate problems both on time and cost, prepare solutions and recommend to the project sponsor a corrective course of action;

e. receive instructions from the project sponsor in connection with the scheme and after advising the project sponsor of the likely effect on cost, time and quality, take whatever action is necessary to comply with these instructions;

f. obtain responses from the project sponsor to all recommendations made to the project sponsor (including those in reports) setting target dates for completion of responses;

g. warn the project sponsor of all events which will have significant effect on cost, time and/or quality before they occur so the project sponsor can agree any remedial action;

h. establish project control and monitoring systems.

Scope of duties

2.3 The duties to be performed by the project manager are those recorded in schedule 1 of the memorandum of agreement.

Attendance at meetings

2.4 In performing the duties recorded in schedule 1 of the memorandum of agreement the project manager shall arrange and attend all meetings necessary to their proper execution. Additional meetings required by the project sponsor are recorded in clause 1.15.

Additional duties

2.5 The project manager is not to perform any duties other than those recorded in schedule 1 of the memorandum of agreement unless the project sponsor instructs the project manager otherwise or the project manager has informed the project sponsor of the need for the additional duties, the reasons, the effect on the cost of the works and any additional fees required, and has obtained the approval of the project sponsor in writing.

Any such approval shall indicate the maximum budget for fees and works where appropriate which should not be exceeded without further approval having been obtained.

Duty of care

2.6 The project manager is to exercise reasonable skill, care and diligence in the discharge of the duties agreed to be performed by him. Submission of documentation produced by the project manager for comment by the client/project sponsor shall not relieve the project manager of this responsibility. The project manager shall not be responsible for any lack of skill, care or diligence on the part of any consultants appointed by the client. The project manager shall nonetheless, take steps to minimise the detrimental effect of such non-performance on the scheme and shall advise on any remedies which may be available against project participants who do not perform their duties in accordance with their contracts of employment.

Delegated authority

2.7 The limit of delegated authority vested in the project manager by the client within the approved sum for the scheme, shall be set out in article 6.8.

Changes caused by the project sponsor

2.8 The project manager shall provide the project sponsor with the cost and programme consequences of any material alteration, addition to or omission from the scheme caused or proposed by the project sponsor. This information is to be provided before the project sponsor takes a final decision.

Changes not caused by the project sponsor

2.9 The project manager shall not cause to be made any material alteration, addition to or omission from the approved design beyond the delegated authority limit stated in article 6.8, except if found necessary during construction for urgent constructional reasons in which case the project manager shall inform the project sponsor without delay of the time and cost implications. The project manager shall promptly inform the project sponsor in writing of anything, the likely effect of which the project manager believes would be to either vary the scheme, or to materially change the financial viability, quality or function of the scheme.

Progression between work stages

2.10 The project manager shall obtain approval in writing from the project sponsor before proceeding between the work stages described in schedule 1 of the memorandum of agreement. Only those stages authorised shall be eligible for payment.

Named individual

2.11 The individual named in article 6.3 of the memorandum of agreement shall act on behalf of the project manager in carrying out the project manager's duties. The individual so nominated shall not be changed without the written agreement of the project sponsor. Such agreement shall not be unreasonably withheld. In the event of a change being agreed, the identity of the replacement shall also be agreed between the project manager and the project sponsor.

Site inspection staff – resident consultant

2.12 Where it is agreed between the project sponsor and the project manager following application from a consultant that frequent or constant inspection by a consultant is necessary, a resident consultant may be appointed on a full or part-time basis. If it is agreed that the nature of the works warrants either full or part-time inspection on site, suitably qualified site staff to enable such inspection to be carried out will be appointed.

Terms of service of site inspection staff

2.13 The terms of service and scope of duties of all site inspection staff to be appointed shall be subject to the approval of the project manager which shall not be unreasonably withheld. The project manager shall arrange the appointment of site inspection staff employed by the client.

Obligations of the client

Duties of the client

2.14 The client shall nominate a project sponsor who shall be responsible for the information and actions listed in schedule 2 to enable the proper performance of the project manager's duties as stated in schedule 1 of the memorandum of agreement.

Information from the client

2.15 The client/project sponsor shall be responsible for the provision in conjunction with the project team of the necessary client briefs and other information and data which may be required and shall give decisions on reports and recommendations provided by the project manager, all in accordance with the programme.

Provision of accommodation and facilities for project management staff

2.16 Unless otherwise agreed by the client and the project manager, the project sponsor shall, at the request of the project manager arrange, whether through the contractor or otherwise, to provide:

- office accommodation,
- furniture,
- telex,
- facsimile,
- telephone,
- equipment for the use of project management staff necessarily employed on site, or on client's premises.

Ownership of documents and copyright

Copyright entitlement

2.17 Unless otherwise specifically agreed to the contrary in writing the copyright and all other intellectual property rights in all materials generated by the project manager in connection with the scheme shall be vested in the client.

Documentation provided by the client

2.18 Where standard documentation, including drawings, is provided by the client, copyright of such

documentation and drawings shall remain vested in the client.

Client's licence and restrictions

2.19 The client as owner is entitled to use all materials originated by the project manager (including basic factual data) for any purpose whatsoever whether in connection with the scheme or otherwise, provided however that the project manager shall not be liable in any way for any use by the client or its appointee of any materials generated under or in respect of this scheme for any purpose other than that for which the same was prepared and provided by the project manager.

Ownership of data

2.20 All basic factual data relating to the scheme or services supplied to the project manager and the work done or for them is or shall be deemed to be the property of the client.

Project manager's rights of publication

2.21 The project manager shall not communicate with the media or any outside body or publish or display alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the works without prior written consent from the project sponsor. This consent shall not be unreasonably withheld.

Professional indemnity insurance

Extent of insurance cover

2.22 The project manager shall take out and maintain throughout the period from the date of commencement of his services under this commission, until the expiration of six years from the date of completion of his commission, proper professional indemnity insurance in respect of the project manager's business generally. The level of indemnity shall be as shown in the certificate set out in clause 4.1 of this agreement.

Professional indemnity insurance certificate

2.23 The project manager shall, whenever required by the project sponsor, produce to the project sponsor a certificate, in the form set out at clause 4.1 of this agreement, signed by or on behalf of the insurers.

2.24 (Not used)

Certification

Certification generally

2.25 The project manager shall obtain from the lead consultant or members of the design team copies of all completed certificates when they are required under their respective contracts of employment and pass them on to the project sponsor if acceptable.

Certificate of readiness to proceed to design

2.26 Upon receipt from the lead consultant or other members of the design team of the appropriate certificates, the project manager shall provide the project sponsor with a signed certificate of readiness to proceed to design in the form set out in clause 4.2 of this agreement.

Certificate of readiness to proceed to tender

2.27 Upon receipt from the lead consultant or other members of the design team of the appropriate certificates, the project manager shall provide the project sponsor with a signed certificate of readiness to proceed to tender in the form set out in clause 4.3 of this agreement.

Assignment

Assignment by project manager

2.28 The project manager shall not assign the benefit or in any way transfer the obligations of this agreement or any part thereof without the consent of the project sponsor, which consent shall not be unreasonably withheld.

Variation, extension, suspension or termination

Variation, extension, suspension or termination by the project sponsor

2.29 The project sponsor may vary, extend in time, suspend or terminate the whole or part of the agreed duties by giving reasonable notice in writing to the project manager. In such notice the project sponsor shall specify the duties affected.

Resumption of duties

2.30 If the project manager has not been given instructions to resume any work suspended under clause 2.29 within six months from the date of suspension the project manager may make written request for such instructions, which must be given in writing. If these have not been received within 30 days of the date of such request the project manager shall have the right to treat the appointment as terminated upon the expiry of the 30 days.

Termination by the project manager

2.31 The project manager's commission may be terminated on the expiry of reasonable notice given in writing.

Death or incapacity of the project manager's key personnel

2.32 Should the project manager through death or incapacity of key personnel be unable to perform the agreed duties, the appointment will be terminated.

Delivery of documents

2.33 On termination of the commission and on satisfactory delivery of all documents prepared by the project manager to the project sponsor, the project manager shall be entitled to payment of all outstanding fees and expenses.

Settlement of disputes

Arbitration

2.34 Any difference or disputes arising out of the agreement shall be referred to arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Chartered Institute of Arbitrators. The award of such arbitrator shall be final and binding upon the parties.

By agreement

2.35 Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the agreement without recourse to arbitration.

Governing laws

(delete as applicable)

England and Wales

2.36 The application of these conditions shall be governed by the laws of England and Wales.

or

Alternative for N. Ireland

2.37 The application of these conditions shall be governed by the laws of Northern Ireland.

Race Relations Act

2.38 The project manager shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment thereof relating to discrimination in employment.

2.39 The project manager shall take all reasonable steps to ensure observance of the provisions of the preceding paragraph by all servants, employees, agents or sub-contractors of the project manager.

3.0 Provision for fees and expenses

This part defines the cost of the works in relation to the project manager and describes the methods of payment for the project manager's services and expenses.

Cost of the works

Cost of the works

3.1 In this agreement the cost of the works for the purposes of the calculation of fees where payable on a percentage basis as stated in article 6.4A or B whichever is applicable, of the memorandum of agreement shall be:

a. **Stage 2 duties** – the works cost at stage 2 (budget cost) as stated in Capricode and agreed between the project sponsor and the project manager at the end of stage 2 duties.

b. **Stages 3 and 4 duties** – the amount included in the accepted tender adjusted by:
   (i) **omitting** contingencies and daywork and percentages relating thereto from main and sub-tenders.
   (ii) **substituting** accepted tender amounts of the subcontracts for any prime cost sums for mechanical, electrical and lift installations and the accepted tender amounts of the sub-contracts for any other prime cost sums accepted within 3 months of the date fixed by the client for receipt of tenders for the main contract, excluding any contingencies, daywork and percentages relating thereto.
   (iii) **apportioning** contractor's profit when substituting accepted sub-tenders for prime cost sums.
   (iv) **adding** the cost of work for which the project manager has provided services, but which is excluded from the main tender and which is agreed by the project sponsor, subject to clauses 3.2 and 3.7 of these conditions.

c. **Duties from stage 5 onwards** – the amount as defined in 3.1b above, further adjusted by:
   (i) **substituting** accepted tender amounts of subcontracts for the remainder of prime cost sums excluding any contingencies, daywork and percentages relating thereto.
   (ii) **apportioning** contractor's profit when substituting accepted sub-tenders for prime cost sums.
   (iii) **adding** all fluctuations admissible under the contract.
   (iv) **adding** the value of all items provided by the project sponsor or others and handed to contractor for incorporation into the works.
   (v) **Excluding** the cost of post-tender variations and claims for loss and expense by the contractor.

These definitions are subject to the following:

d. The cost of the works unless otherwise agreed between the project manager and the project sponsor and recorded in the memorandum of agreement, shall include all Group 1 and Group 2 equipment planned into the project, costed and incorporated in the production information where such equipment is also procured or provided by the project sponsor, installed, tested, set to work and commissioned within the main contract sum. Any second-hand materials, manufactured goods and machinery incorporated into the works shall be at the market value as if purchased new.

e. The cost of the works for the purposes of the calculation of fees where payable on a percentage basis shall **not** include any of the following:
   (i) group 3 or 4 equipment;
   (ii) administration expenses incurred by the client;
   (iii) costs incurred by the client under this agreement;
   (iv) client's interest on capital during construction and the cost of raising monies required for carrying out the works;
   (v) cost of land and wayleaves;
   (vi) other consultant's fees, statutory fees and salaries paid by the client;
   (vii) value added tax

Cost of the works in the event of no tender being accepted

3.2 In the event that tenders are received but none is accepted, the cost of the works for stages 3 and 4 shall be based, in each case, upon the lower of the following:

a. The lowest bona fide tender adjusted in accordance with clause 3.1c. A bona fide tender shall mean a tender submitted in good faith without major errors of computation and not subsequently withdrawn by the tenderer and will be subject to clause 3.7 in the event of high tenders.

b. The most recent works cost at stage 2 (budget cost) approved by the project sponsor, where necessary adjusted by applying any subsequent percentage

change to Departmental Cost Allowances promulgated by the Department of Health at the tender date, applied to both the departmental cost and the on-costs and subject to any subsequent change in the content of the work and revised cost previously notified by the project manager and agreed by the project sponsor.

Payment for duties

Methods of payment

3.3 The fees, except for those on a time-charge basis, shall be deemed to include the provision of everything necessary to perform the duties listed in schedule 1 of the memorandum of agreement. The sum payable by the client to the project manager shall be on a percentage, lump sum or time-charge basis as determined by article 6.4A or 6.4B (whichever is applicable) of the memorandum of agreement.

Payment on a percentage basis

3.4 Where payable on a percentage basis, the fees shall be calculated by applying the percentage recorded or calculated against each work stage in article 6.4A or B (whichever is applicable) of the Memorandum of agreement to the cost of the works defined in clause 3.1 in respect of each such stage.

Payment on a lump sum basis

3.5 Where payable on a lump sum basis, the fees shall be calculated for each workstage in accordance with the appointment recorded in article 6.4A(b)(v) or 6.4B (whichever is applicable) of the memorandum of agreement. The lump sum bid will be fixed in respect of work executed during the first 12 months after the date of this agreement. Thereafter, 90 per cent of the outstanding balance of unpaid fees shall be adjusted at the end of each subsequent 12 month period by reference to the movements in the index stated in article 6.10, calculated from the date 12 months after the date of this agreement to the mid-point of the relevant subsequent 12 month period. If the final period is less than 12 months the mid-point of that final period shall apply.

Fees when works are phased

3.6 Where it is stated in the scheme particulars that the works are to be constructed in more than one phase then the percentage or lump sum recorded against each work stage in article 6.4A or B (whichever is applicable) of the memorandum of agreement shall be applied to the total cost of the works (as defined in clause 3.1) in respect of each stage. The resultant fee per stage shall be allocated between the said phases proportionate to the cost of each phase at each stage as defined in clause 3.1.

Basis of fees when excess tenders received

3.7 When a tender is in excess of the sum previously approved by the project sponsor, unless the project manager has previously notified the project sponsor that specified items included in the tender document(s) received could not be contained within the sum previously approved the cost to the project manager of effecting reductions and negotiating a revised tender with the contractor shall be deemed to be included in the project manager's fees for his duties. The fees for his duties as described in clause 3.3 shall be based on the amount of the reduced tender figure.

Payment on a time-charge basis

3.8 Where payment is on a time-charge basis the scale of charges shall be as set out below.

Principals – hourly rates

a. Where a principal is specifically nominated by the project sponsor to perform the duties then the principal's time shall be reimbursed at the rate per hour quoted in article 6.5i of the memorandum of agreement or at such other rate as may be agreed between the project sponsor and the project manager. The rate per hour quoted in article 6.5i of the memorandum of agreement shall apply for one year from the date of the agreement, and thereafter shall be adjusted by agreement between the project sponsor and the project manager. Only expenses for travelling and subsistence shall be chargeable in accordance with clause 3.13 in addition to the hourly rates quoted.

b. Principals doing work which they consider would normally be done by a member of staff shall be reimbursed at the rate per hour quoted in article 6.5ii of the memorandum of agreement or such other rate as may be agreed between the project sponsor and the project manager. For the purposes of this clause, the rate for a principal's time shall be calculated at the rate applicable to a senior manager in the firm.

Management staff – hourly rates

c. Management staff time shall be reimbursed at the rate per hour quoted by the project manager in article 6.5ii of the memorandum of agreement in the categories stated or such other rate as may be agreed between the project sponsor and the project manager. The rate per hour shall apply for one year from the date of this agreement and thereafter shall be adjusted annually by agreement between the project sponsor and project manager. The rate per hour shall include salary, payroll and other costs of employment. Only expenses for travelling and

subsistence shall be chargeable in accordance with clause 3.13 in addition to the hourly rates quoted.

Travelling time

d. Time spent by principals and project management staff on travelling in connection with the duties set out in schedule 1 of the memorandum of agreement shall be chargeable on the above basis, excluding travelling time between home and the normal work place.

Supervisory duties

e. The supervisory duties of a principal shall be deemed to be included in the rate per hour quoted by the project manager in article 6.5ii of the memorandum of agreement.

Secretarial and administrative staff

3.9 Time charges rates shall include the cost of providing secretarial staff or staff engaged on general accountancy or administrative duties.

Project manager's records

3.10 The project manager shall maintain records of time spent on services performed on a time charge basis. The project manager shall make such records available to the project sponsor upon reasonable request.

Travelling, subsistence and other expenses

Travelling, subsistence and other expenses

3.11 Travelling, subsistence and other expenses shall be payable in accordance with article 6.6 of the memorandum of agreement and where provided to be included in a lump sum or percentage fee shall be deemed to include the cost of:

a. telex, facsimile and telephone calls;

b. postage and similar delivery charges;

c. travelling, hotel expenses and other similar expenses;

d. all printing, reproduction and purchase of all documentation, drawings, maps, photographs, manuals needed by the project manager and other members of the design team insofar as they are produced by the project manager for the proper performance of the duties relating to this particular commission including the numbers stated in clause 1.11.

Additional expenses

3.12 The project manager shall be reimbursed for all expenses properly incurred in connection with the following:

a. advertising for tenders and site staff;

b. disbursements required by the client.

Travelling, subsistence and other expenses – where not included in lump sum or percentage fee

3.13 For time based charges and where the items at clause 3.11 are not included in the lump sum or percentage fee recorded in article 6.4A or B (whichever is applicable) of the memorandum of agreement then the project manager shall be reimbursed in respect of travelling, subsistence and other expenses properly made at net cost. Where these services are carried out within the project manager's office, they shall be reimbursed at rates to be agreed between the project manager and the project sponsor, taking into account commercial rates for similar services available on the open market. Travelling and subsistence shall be reimbursed at actual costs, up to the maximum rate applicable to staff in the National Health Service of equivalent status, and subject to the same conditions.

Site accommodation

Payment for site accommodation and equipment

3.14 In addition to any other payment to be made by the client to the project manager under this agreement the client shall be responsible for the cost of providing and maintaining such office accommodation, furniture, telex, facsimile, telephone and equipment as shall be reasonably essential for the use of the project manager's staff whom the project sponsor agrees are necessarily employed on site or on client premises for management purposes.

Changes

Pre-contract changes (work stages 1–4)

3.15 Where the extent of the scheme and/or the scope of the project manager's duties is varied pre-contract, fees and expenses shall be adjusted accordingly subject to prior agreement with the project sponsor.

Post-contract changes (stage 5 onwards)

3.16 Where the works are varied by the project sponsor, post-contract fees and expenses for project management services in connection with such variations shall be negotiated between the project sponsor and project manager to produce an agreed lump sum, or in

accordance with the scale of charges as described in clause 3.8.

Extra work and expense

3.17 Where the project manager is involved in extra work and expense for reasons beyond the project manager's control and other than is provided for under clauses 3.15 and 3.16, additional fees shall be due, and shall be an agreed lump sum or in accordance with the scale of charges as described in clause 3.8.

Payment for additional duties

Fees for additional duties required by the client

3.18 For additional duties not normally necessary such as those in connection with contractors' claims and all similar duties where the project sponsor specifically instructs the project manager, the charges shall be an agreed lump sum or in accordance with the scale of charges as described in clause 3.8.

Fees for attendance at meetings required by the project sponsor

3.19 For attending meetings required by the project sponsor as specified in clause 1.15 the project manager shall be reimbursed in accordance with Article 6.7 of the memorandum of agreement.

Use of computers and/or other special equipment

Computers and/or other special equipment – where no extra fees are payable

3.20 Where the project manager in performing his duties decides to use a computer and/or other special equipment it shall be at no extra charge to the client unless the project sponsor has specifically requested the development and/or use of special programs.

Where extra fees are payable

3.21 Where reimbursement is due by virtue of a specific request as described in clause 3.20, the client shall pay the project manager for the time spent by staff in connection with the use of a computer and/or other special equipment including the development and writing of programs and the use of the computer. Payment shall be in accordance with the scale of charges described in clause 3.8 plus a previously agreed charge for the use of the computer and/or special equipment. Alternatively a lump sum, which includes both staff time and computer and/or special equipment charges, may be agreed prior to the work being carried out.

Statutory fees

Payment of statutory fees

3.22 The client shall pay all fees in respect of applications under planning and other statutory requirements.

Suspension, resumption and termination

Fees on suspension or termination

3.23 On suspension or termination of the project manager's appointment the project manager shall be entitled to fees for all work completed at that time.

Reimbursement during suspension

3.24 During any period of suspension the project manager shall be reimbursed by the client for costs necessarily incurred under the appointment up to the date of resumption or termination.

Fees on resumption

3.25 On resumption within six months of suspension, previous payments shall be regarded as payments on account towards the total fee.

Reimbursement on termination by the client

3.26 Where the project manager's appointment is terminated by the client, the project manager shall be reimbursed by the client for costs, other than for loss of profit, necessarily incurred in connection with work up to the date of termination or arising as a result of the termination.

Fees where the scheme does not proceed beyond stage 1

3.27 Where article 6.4A is applicable and the scheme does not proceed beyond stage 1, the fee structure stated in article 6.4A(b) shall not apply and the project manager shall be paid in accordance with article 6.4A(a).

Reimbursement on termination by the project manager

3.28 Where the project manager terminates the appointment, other than due to force majeure, the project manager shall be responsible for costs necessarily incurred by the client arising as a result of the termination.

Payment of accounts

Submission of accounts and documentary evidence

3.29 Accounts for payment of fees and/or expenses and disbursements shall be submitted to the project sponsor at the intervals stated in article 6.9 of the memorandum of agreement. Interim payments of fees shall be proportionate to the extent to which the commissioned duties have been discharged. Accounts for time-charge based duties and/or travelling, subsistence and other expenses shall be accompanied by documentary evidence of the time and expenses incurred. Such time charges and/or travelling, subsistence and other expenses shall be in respect of the whole of the period since the preceding interim payment.

Payment of accounts

3.30 All sums due from the client to the project manager under the agreement shall be paid within 30 days of submission by the project manager of his account to the project sponsor.

Value Added Tax

Value Added Tax – in relation to fees and expenses

3.31 All fees and expenses set out in this agreement are exclusive of Value Added Tax, the amount of which, at the rate and in the manner prescribed by law, shall be paid by the client to the project manager.

4.0 Specimen certificates

This part contains specimens of the certificates that are required to be signed or obtained in this agreement by the project manager:

- Insurer's certificate of professional indemnity insurance cover – page [13].
- Certificate of readiness to proceed to design – page [14].
- Certificate of readiness to proceed to tender – page [14].

(Note: Specimens of other certificates referred to in the agreement can be found in the agreement for the Appointment of Architects, Surveyors and Engineers for Commissions in the National Health Service.)

SPECIMEN

4.1 Insurer's certificate of professional indemnity insurance cover

Name and address of consultant: _____

_____

I/We, the insurers/brokers, hereby certify that the above named consultancy is currently insured for the period ending _____

a. Where the consultancy's annual gross fee income earned on UK schemes in the last completed financial year, as declared by the insured, exceeds £125,000 the limit of indemnity is at least twice that gross fee income with a maximum cover of up to £5,000,000 on each and every claim or a greater amount if the project manager has so required or

b. Where the income on project management is £125,000 or less the limit of indemnity is at least £250,000 for each and every claim.

The amount of any excess carried by the insured on each and every claim is

_____

The policy is subject to the insuring agreements, exclusions, conditions and declarations contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alterations.

Signed _____

Name (capitals) _____

on behalf of
Name of insurer/broker _____

Address of insurer/broker _____

Date _____

4.2 Certificate of readiness to proceed to design

Health Authority _____

scheme _____

I am satisfied insofar as the duties covered by my commission are concerned that the scheme/design brief (delete as appropriate) dated _____ includes all essential briefing for proceeding with stage 2/stage 3 (delete as appropriate) in accordance with the current management control plan.

Signed _____

Name _____

For _____

_____

Date _____

4.3 Certificate of readiness to proceed to tender

Health authority _____

scheme _____

I am satisfied insofar as the duties covered by my commission are concerned that:

1. This scheme has been prepared in accordance with the terms of my commission and that all reasonable steps have been taken to ensure that, once the contract is let, the scheme should be able to proceed to completion without delay.
2. There are no currently foreseeable causes of overspend (other than fluctuations); the client's brief was frozen at the appropriate stage and the design generally complies with the brief; there are no current foreseeable causes of delay.
3. Tender documentation is consistent with and fully reflects the general production information to be provided to the contractor. There is a feasible programme for the supply of any production material not available at tender stage and account has been taken of these factors in the assessment of the degree of readiness of the scheme.
4. Design and quantity surveying certificates and certificates to proceed to tender have been obtained from the consultants and are enclosed.

Signed _____

Name _____

For _____

_____

Date _____

5.0 Definitions

This part contains a list of terms used throughout this agreement and in understanding this agreement the following expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

Ad hoc departments

Health building departments without a Health Building Note and associated cost allowance.

Agreement

This agreement shall comprise the following parts:

1. Scheme particulars
2. Conditions of appointment
3. Provision for fees and expenses
4. Specimen certificates
5. Definitions
6. Memorandum of agreement with schedules 1 and 2

Appraisal team

A small multi-disciplinary team of health authority officers (and/or consultants) responsible for the appraisal of options and the approval in principle submission at stage 1.

Approval in principle (AIP) submission

A document required before a decision to commit funds to a particular hospital development can be taken. The document should explain why expenditure is required, what the alternatives are and which one is considered to represent the best value for money.

Approved sum

The overall capital sum for construction work in a scheme (including main contract, enabling and preliminary work necessary to bring planned facilities into use) approved by the client health authority. At Capricode stage 4E this sum will be calculated on the basis of tenders received or prices negotiated. Once the contract is let the approved sum should not be increased without further fresh approval obtained in accordance with health authority standing orders/instructions. The approved sum is exclusive of fluctuations allowable under the contract and Value Added Tax.

Architect

The person, partnership, company or firm appointed by the client to act as the architect for the scheme described in the memorandum of agreement.

Asset register

A record of data on each capital asset or group of capital assets (e.g. land, buildings, fixed plant and other assets). The register consists of a number of structured records each of which holds details of an asset.

Block plan

A plan (usually 1:500 scale) showing the broad outline of an existing or proposed building. Building content, functions accommodated and main communications will usually be identified.

Brief

a. *Appraisal brief*

A document containing guidelines, instructions and information to act as a basis for the appraisal of options and the AIP submission at stage 1.

b. *Scheme brief*

A document prepared at stage 2 which shall include the following:

(i) objectives of the scheme;
(ii) cost parameters;
(iii) outline requirements for the scheme including content, accommodation, location and town planning statement;
(iv) management control plan;
(v) procurement strategy;
(vi) approval in principle submission;
(vii) any additional information about the site (e.g. soil conditions) which has become available since stage 1;
(viii) functional content.

c. *Design brief*

A document containing instructions to the design team at stage 3 stating the essential detailed requirements of the client that the scheme must meet, including the following:

(i) confirmation of any changes to the parameters set down in the scheme brief, especially

regarding programme, planning, operational and cost criteria;

(ii) detailed design briefing based on the NHS Design Briefing System (DBS);

(iii) any updating of the scheme brief.

d. Commissioning brief

The operational concomitant to the design brief, containing the essential operational/implementation, programming and budgeting requirements for bringing the scheme into operation.

Budget cost

An estimated cost limit, normally expressed in real terms, of the overall capital costs and annual running costs of a scheme (capital budget and revenue budget shown separately). A budget cost must be approved by the client health authority at stage 2H. Thereafter the capital and revenue components are used as a basis for controlling scheme design and development. The capital budget is superseded by the approved sum established at stage 4E. Scheme budget costs should be linked to agreed levels of building and service provision. The capital and running cost components of the budget cost must be reported at a known cost datum; capital costs shall be adjusted to reflect changes in cost allowances caused by building tender price and equipment price movements and notified by NHS Estates. Running costs shall be adjusted to reflect agreed movements in the price of running cost factors. All real increases to the budget cost must be justified and approved.

Building surveyor

The person, partnership, company or firm appointed by the client to act as the building surveyor for the scheme described in the memorandum of agreement.

Capital budget

The capital costs component of the budget cost.

Capricode

The document of the same title published by NHS Estates in the version current at the date of this agreement.

Client

The health authority named in the memorandum of agreement.

Commissioning brief

See "Brief".

Commissioning officer

The individual responsible for the overall management, supervision and co-ordination of commissioning by the client who is accountable to health authority management.

Commissioning team

A team comprising a core of officers responsible to the commissioning officer, and concerned with the management and supervision of commissioning for the client necessary to bring the scheme into effective and efficient operation. Representatives of those responsible for managing and running services may be co-opted into the commissioning team.

Concise

Computerised National Capital Intelligence Service and Exchange is an integrated health building information system designed for use by the Department of Health and health authorities to provide managers at policy making and operational levels with key information on schemes in the health building programme. Concise comprises a number of discrete suites of programs each of which is self-contained but with links between the various suites.

Consultant

A person, partnership, company or firm employed by the client in connection with the design and administration of contract(s) for construction works.

Contract administrator

The consultant with particular additional responsibilities for administering the building contract.

Contractor

Any person or persons, firm or company under contract to the client to perform work and/or supply goods in connection with the scheme.

Co-ordination of design

The production of a complete and integrated design solution that provides a satisfactory standard of accommodation and accords with the design brief.

Cost allowance (DH cost allowance)

The maximum capital sum normally allowable for the provision of a defined amount of functional accommodation. Cost allowances are promulgated by NHS Estates on behalf of the Department of Health. Cost allowances may be exceeded only where an investment appraisal has demonstrated that within the context of an economical and efficient overall design further running

cost savings and/or measurable service benefits may be obtained from the increased capital provision.

Cost analysis

An analysis of the accepted tender using a form of cost analysis for health building work suitable for the requirements of Concise.

Cost checking

An estimate of the probable cost of the developing design in comparison with the cost included in the cost plan.

Cost control

A continuous process of monitoring throughout the duration of the project or scheme from initial brief to payment of the final certificate to enable expenditure to match specific defined cost targets. It can be considered in two parts:

a. pre-contract cost control during design, the object of which is to obtain a tender within the updated budget cost;

b. post-contract cost control during execution, the object of which is to obtain a final account within the approved sum (excluding fluctuations).

Cost plan

A statement of the cost of the proposals prepared by the professional design team, presented in elemental format in accordance with NHS Estates guidance.

Cost planning

The process of assisting the design team to produce a cost effective solution and controlling the cost of the scheme within the sum approved by the client during all stages up to the placing of the contract.

Defects liability period

The period of time stated in the contract and starting from the date of practical completion of the works, during which the contractor is liable for making good defects attributable to workmanship or materials not having been made in accordance with the contract.

Departmental cost

The capital sum allowed for functional provisions based on (or derived from) cost allowances. Where cost allowances are not appropriate the costs for individual departments should be justified on the basis of similar accommodation in other schemes.

Design brief

See "Brief".

Design/cost reports

Reports on design development and cost consequences to demonstrate fulfilment of the design brief and adherence to the budget cost. Costs must be reported at a known cost datum.

Design team

A team comprising consultant/health authority design staff responsible for design of the scheme, inspection of its construction, adjustment of accounts and the issue of the final certificate.

Development control plan

A series of drawings comprising site plans with contours (or spot levels), schematic plans and sections of buildings, showing existing properties and proposed cycle of site development, identifying individual schemes, outline of engineering service networks, functional relationships and main communications within and between buildings. The development control plan should not pre-empt the appraisal of options at stage 1 and may be revised as a consequence of the scheme approval in principle.

Engineering services commissioning

Bringing the entire engineering service works together into full normal working condition and handing over the whole to the client as an operating entity capable of meeting the levels of load and/or performance specified.

Engineering services works

The engineering services in connection with which the client has engaged the services engineer to perform the professional duties.

Equipment

Equipment is classified into four groups:

Group 1: items usually supplied and fixed by the contractor.

Group 2: items, having a significant effect on space or structural requirements, which are supplied by the health authority and fixed by the contractor.

Group 3: items, having a significant effect on space or structural requirements, which are supplied by the health authority and put in position by them or their agents outside the general contract. (for example includes X-ray equipment, linear accelerators and other medical equipment).

Group 4: small items, usually storage items, supplied and put in position by the health authority.

Final account

The document to arrive at the total remuneration due to the contractor under the terms of the contract.

Functional content

The service/departmental capacity of a health building scheme expressed in terms of functional units.

Functional unit

A unit for measuring the capacity of health building accommodation in terms of service related content. For example, the functional unit for measuring the capacity of wards is the bed.

Lead consultant

The consultant member of the design team appointed by the client to act as the lead consultant for the scheme described in the memorandum of agreement.

Management control plan

The overall programme and plan of work for the execution and commissioning of a scheme. The plan must take account of Capricode activities and a scheme's requirements in terms of resources and timing. It will normally be expressed in diagrammatic form (network or bar chart) and will be updated regularly to reflect progress made.

Management staff categories

For the purpose of time charge rates, the definitions of the project management staff grades listed in article 6.5ii of the memorandum of agreement are:

Senior Manager: a person who has held a relevant qualification (one which is obtained by examination and is relevant to management in the construction industry), recognised by the client health authority, for a period of at least five years, and has five years or more relevant experience in project management of major projects over £10M works cost.

Manager: a person who has five years or more relevant experience in project management of projects over £5M works cost.

Assistant Manager: a person who has less than five years relevant experience in project management.

Planning Engineer: a person with more than three years experience of planning and programming construction projects.

Material(s) – (in relation to copyright)

Any document, item, material or other work produced for the purpose of the scheme or in connection with the scheme by the project manager, any of its employees or any third party engaged by the project manager or working under the direction or supervision of the project manager.

On-costs

Capital costs arising from the interaction between the functional departmental units and the total building and site complex (for example the cost of communications between departments, external works and services, additional energy saving measures, auxiliary buildings and abnormals).

Operating manuals

Sets of documentation which shall include the operating instructions, servicing and maintenance instructions, spare parts lists and test reports dealing with the building and engineering systems provided under the commission. The manuals shall cover in an orderly fashion each item of equipment and each system in the works.

Option appraisal

The term currently applied to economic appraisals in the NHS – usually in the context of strategic planning, service planning or capital planning decisions. An option appraisal involves a systematic analysis of the relative advantages and disadvantages of alternative options in meeting specific health objectives. Both monetary and non-monetary consequences are considered.

Outline plans

Drawings prepared by the architect/building surveyor to a scale of not less than 1:100 of the layouts of the departments for the purposes of consultation with external local interests, other consultants and the client.

Participant

A person, partnership, company or firm involved in the scheme and making a contribution to its completion, operation or occupation.

Post-contract changes (stage 5 onwards)

The alteration or modification of the design, quality or quantity of the work shown on the contract drawings and described by or referred to in the contract bills, priced documents or other production information for main and sub-tenders; the addition, alteration or omission of any obligations or restrictions imposed by the client in the contract bills or priced documents.

Practical completion (certificate of)

Document certifying that a scheme or specified part of a scheme has in the opinion of the contract administrator achieved practical completion of the works in accordance with the contract; the date of this certificate marks the commencement of the defects liability period (maintenance period) and of the period of final measurement for the purposes of the final account.

Principal

Member of firm generally in overall charge of the policy and conduct of the firm's business who is able to commit the firm to undertake commissions.

Production information

The co-ordinated drawings, specifications, schedules and bills of quantities or priced documents needed for tendering, co-ordination and construction of the building and its services.

Project

The complete cycle of development work envisaged for an individual hospital or health service site. A project may include a number of building schemes.

Project handbook

A manual prepared by the project manager and agreed with the project sponsor, acting as a common control document for the scheme including, inter alia, the following subjects:

a. management and organisational structure;

b. identification of all participants,

c. summary of duties of all participants;

d. responsibilities of all participants;

e. delegated authority limits of all participants;

f. lines of communication;

g. administrative procedures;

h. client/project sponsor approval/instruction procedures;

j. progress procedures;

k. reporting procedures and formats (including cost control and reporting);

m. financial procedures (including changes and variations);

n. meetings schedule;

p. quality control;

q. construction procedures.

Project information manuals

Sets of documentation which shall include all essential information about the construction of the building, together with all the necessary sources of information for its proper maintenance, e.g. information regarding safety and fire integrity.

Project manager

The person, partnership, company or firm named in the memorandum of agreement and appointed by the client to act as the project manager for the scheme described in the memorandum of agreement.

Project sponsor

The individual, usually an employee of the client, who represents, and has the authority of the client in respect of the specific scheme. All instructions given by the project sponsor are deemed to be given by the client. All advice given to the project sponsor is deemed to have been given to the client.

Project team

A small multi-disciplinary team of health authority officers (with selective support from consultants where appropriate), normally responsible to the project manager, concerned with management, cost and progress of a scheme at stages 2, 3, 4 and 5 and for technical commissioning at stage 6. The project team through the project manager will be responsible for generally safeguarding the client's interests. Team membership shall be reviewed on completion of each stage and if necesary re-cast to reflect the work and activities of the next stage. For small capital schemes a single officer/manager with the power to co-opt advice from others if a particular issue arises may carry out the functions of the project team.

Quantity surveyor

The person, partnership, company or firm appointed by the client to act as the quantity surveyor for the project/scheme described in the memorandum of agreement.

Record drawings

Drawings showing the building and services installations as erected at the date of practical completion.

Revenue budget

The running costs component of the budget cost.

Scheme

All planning, design and construction work and commissioning activity necessary to bring planned facilities into use (including essential preliminary and enabling works), referred to in the memorandum of agreement.

Scheme brief

See "Brief".

Services engineer

The person, partnership, company or firm appointed by the client to act as the services engineer for the scheme described in the memorandum of agreement.

Shop drawings

Drawings and documentation prepared by the contractor or sub-contractor or suppliers to supplement the production information for use in manufacturing of components or installation of on-site assemblies.

Stage payments

Payments made on completion of pre-determined stages of the work.

Structural engineer

The person, partnership, company or firm appointed by the client to act as the structural engineer for the scheme described in the memorandum of agreement.

Sub-contractor

Any person, partnership, company or firm under contract to the contractor to perform work and/or supply goods and/or services in connection with the scheme.

Sub-programme

Detail programme based on the constraints of the management control plan, relating to a particular stage or part of the scheme.

Tender documents

All the documents used to invite tenders for the execution of the works.

Works

The construction works relative to the scheme.

6.0 Memorandum of agreement

This part comprises the memorandum of agreement between the client and the project manager.

Memorandum of agreement

This agreement is made on the _____ day of _____ 19 ____ between

_____

(insert name of the client)
of

_____

(hereinafter called the 'client') of the one part
and

_____

(insert name of project manager or firm of project managers)

_____

(hereinafter called the project manager of the other part)

WHEREAS

the client intends to proceed with (the 'scheme')

_____

_____

_____

and has appointed or proposes to appoint a lead consultant, architect/building surveyor, quantity surveyor, structural engineer, services engineer, contractor, and other consultants* as necessary to complete the scheme and has requested the project manager to perform professional duties in connection with the items stated in this memorandum.

*Delete as appropriate

NOW IT IS HEREBY AGREED AS FOLLOWS:

6.1 The client agrees to engage the project manager and the project manager agrees to perform the professional duties subject to and in accordance with parts 1–5 of this agreement including any specific requirements listed at clause 1.14.

6.2 This memorandum of agreement, together with Parts 1–5 of this agreement shall together constitute the agreement between the client and the project manager.

6.3 The named person who will be responsible for carrying out the duties of the project manager shall be _____* (see clause 2.11), management staff category _____*.

*Project manager to complete

Payment for duties

6.4 The project manager's duties shall be as set out in schedule 1 of the memorandum of agreement and the payment shall be as set out below:

a. Articles 6.4A and 6.4B are alternatives. Article 6.4A shall be used if an appointment is to be made at stage 1 and article 6.4B shall be used if an appointment is to be made at stage 2 or thereafter. Client shall delete article 6.4A or 6.4B in entirety as appropriate;

b. If article 6.4A is used there is no obligation for the client to continue with the scheme beyond stage 1, and the project manager shall seek specific authority from the project sponsor to proceed to stage 2 duties.

6.4A Appointment made at stage 1:

a. For stage 1 duties payment shall be as set out below:

*(i) On a time charge basis in accordance with the scale of charges described in clause 3.8;

or

*(ii) On a lump sum basis.

Article 6.4Aa(ii) should only be used if the work can be so defined as to enable a lump sum fee bid to be made. If no deletion made 6.4Aa(i) shall apply.

b. (i) for stage 2– (insert workstage) duties, payment shall be as set out below:

	Cost of the works (£M)			
Duration (months/years)*				

*client to delete as appropriate.

(ii) Client shall state the envisaged cost of the works using a higher and lower cost range if necessary.

(iii) Client shall state the estimated duration of the scheme from commencement of stage 2 to practical completion of the works and complete a higher and lower duration range although the project manager's duties may extend beyond practical completion as identified in schedule 1 of the memorandum of agreement.

(iv) Project manager to complete the box by inserting a fee for each of the variations in cost and duration stated by the client on the basis of a lump sum/percentage (client to delete as appropriate).

(v) The apportionment of the fee for stages 2–* ___ shall be as set out below.

workstage*	% of fee†

*client to complete. †project manager to complete.

(vi) Where the client gives specific authority to the project manager to proceed with duties after stage 1, the fee entered at article 6.4Ab(i) which relates to a cost of works and duration which most closely compares with the cost of the works for stage 2 duties as set out in clause 3.1a and the duration from commencement of stage 2 to practical completion of the works estimated at that stage shall be established as the fee for stages 2– ___ (client to insert stage) duties.

6.4B. For stage 2–7 duties, payment shall be as set out below:

Workstage*	Fee†	Basis of fee‡

*Client to state workstage.

†Project manager to complete.

‡Client to state "lump sum", "percentage" or "time charge" as appropriate for each workstage noted.

Time-charge rates

6.5 For those duties where fees are payable on a time-charge basis, the rates referred to in clause 3.8 of the agreement shall be:

a Principal (clause 3.8a): £ _____ per hour;

b. Management staff (clause 3.8c):

Senior manager £ _____ per hour

Manager £ _____ per hour

Assistant manager £ _____ per hour

Planning engineer £ _____ per hour

Other (to be added by the client as necessary. Definition to be included in part 5).

_____ £ _____ per hour

_____ £ _____ per hour.

(Note: every category of the above as entered by the client, is to be completed by the project manager.)

Travelling, subsistence and other expenses

6.6 Travelling, subsistence and other expenses referred to in part 3 shall be paid as set out below:

a. In accordance with clause 3.11 and included in the lump sums or percentages stated in article 6.4A or B whichever is applicable;

or

b. In accordance with clause 3.13.

*client to delete as appropriate. If no deletion made 6.6a shall apply.

6.7 Attendance at meetings required by the project sponsor specified in clause 1.15 shall be paid for as set out below:

a. In accordance with clause 3.19 and included in the lump sums or percentages stated in article 6.4A or B whichever is applicable*;

or

b. On the basis of a lump sum agreed between the project manager and project sponsor or on a time charge basis in accordance with clause 3.8. Such attendences will be based on an agreement specifying who will attend on behalf of the project manager.*

*client to delete as appropriate

Delegated authority

6.8 The limit of delegated authority referred to in clauses 2.7 and 2.9, shall be £_____*. Within this overall limit the value of any single change shall not exceed £_____*.

*client to complete

Accounts and interim payments

6.9 The intervals at which accounts shall be submitted and interim payments made in accordance with clauses 3.29 and 3.30 shall be monthly/quarterly/stage payments (client to delete as appropriate: if no deletion 'monthly' shall apply) reckoned from the commencement of the project manager's appointment.

Index for lump sum bid

6.10 The index referred to in clause 3.5 for lump sum bids shall be _____

(client to insert index required)

Special conditions

6.11 Insert any conditions other than those in parts 2 and 3 which are to apply to the appointment.

Conditions not to apply

6.12 Insert any clauses in parts 2 and 3 which are **not** to apply to this appointment.

(Note: the alternative of clause 2.36 or 2.37 which is not be applied, should be inserted).

Schedule 1 of the memorandum of agreement

This schedule describes the list of duties which contains details of key events and duties to be completed by the project manager. The duties listed herein must be carried out in compliance with the client's procedures for the execution of capital works, as specified in part 1, clause 1.14.

The duties set out in this schedule, shall constitute the project manager's duties for the purpose of payments under article 6.4A or B (whichever is applicable) of the memorandum of agreement except insofar as they arise in consequence of pre-contract and post-contract changes referred to in part 3, clauses 3.15 and 3.16.

In discharging these duties the project manager shall pay due regard to the duties of other consultants if appointed.

List of duties

Schedule of project manager's duties

The following is a schedule of key events and duties to be performed by the project manager, being responsible to the project sponsor for their execution within the delegated authority stated in article 6.8 of the memorandum of agreement.

Duties not required for the project manager's appointment must be deleted.

Additional duties shall be added where appropriate by the project sponsor.

General duties

Organisation

- Establish and regularly review the organisational structure and its communication pattern for the scheme.
- Advise the project sponsor on the need to employ consultants and in conjunction with the project sponsor make recommendations for the selection of consultants.
- In conjunction with the client's professional staff prepare briefs for consultants (including client's procedures) and prepare fee bid documents; interview consultants as necessary; obtain bids or negotiate fees; report to project sponsor with recommendations for appointment; prepare contract of engagement and arrange for completion of appointment on behalf of the client; produce any letter of intent on behalf of the client.

  (Note: appointments will normally be based on the agreement for the appointment of architects, surveyors and engineers for commissions in the National Health Service.)
- Arrange for measured/condition surveys of land and/or buildings.
- Examine consultant's professional indemnity insurance for compliance with client's requirements for the duration of their commission; annually check consultant's professional indemnity insurance in accordance with the terms of their commission.
- Prepare project handbook. Establish client's procedure with project sponsor and incorporate. Circulate project handbook to all scheme participants. Review as the scheme progresses and update to the current stage of the scheme.

- Assist the project sponsor in the preparation of briefs appropriate to the stage reached and issue briefs to all consultants; subsequently issue any approved revisions to the briefs.
- Review the performance of all participants (including consultants, site supervision staff and contractor) and take corrective action as necessary.
- When events require amendment of the duties of the consultants, make recommendations to the project sponsor and carry out any necessary action.
- Establish a procedure for identifying and obtaining any approvals to be given by non-NHS parties including funding organisations, planning authorities, building control, Health and Safety Executive, etc and allocate associated responsibilities. Review that the relevant approvals are subsequently obtained.
- Establish and manage all lines of communication and reporting between parties.
- Create and maintain a line of communication with the contractor and other project participants, without prejudice to any other contractual responsibilities.
- Review project team membership on completion of each stage and if necessary recast to reflect the work and activities of the next stage as agreed with the project sponsor. Establish clear communication procedures with the project team, as its chairman.
- Manage and co-ordinate procurement of direct contracts within the approved sum.
- Manage the preparation of design information and procurement of direct contracts outside the approved sum inasmuch as they affect the design of the works.
- Place notices in the Official Journal of the European Communities on behalf of the client at the required stage to comply with all relevant Directives.

Control

- Set up a system to control all the costs associated with the scheme.
- Control the client approved overall cost throughout the duration of the appointment.
- Identify and define all cost categories for the procurement of the scheme (including works, equipment, commissioning, evaluation and revenue). In conjunction with the project sponsor allocated all costs to either the capital budget or revenue budget as soon as possible after the scheme option has been selected.
- Receive from the project sponsor the non-works related revenue costs for incorporation into the client approved budget. In conjunction with the project sponsor agree the works related revenue costs to be incorporated into the client approved budget.
- Manage changes to the scheme and their anticipated impact with a view to maintaining the objectives of the client, particularly regarding cost and time.
- Make recommendations and agree with the project sponsor the limit of delegated authority of the consultants to issue instructions.
- Ensure that where possible the project sponsor is made fully aware of all events which will have significant effects on cost, time and/or quality before they occur.

- Establish responsibilities for communicating enquiries, decisions and output to personnel or organisations not represented in the project team or acting as consultants.
- Evaluate all advice given by consultants, review and establish any corrective action, report to the project sponsor where necessary and take action required.
- Manage and co-ordinate the review of design proposals against the briefs from the client, resolve discrepancies with the project team or make proposals for amendments to the brief to the project sponsor, and confirm the result of the review to the lead consultant as necessary.
- Validate and pass for payment fee accounts in accordance with consultant agreements and all other invoices for works related costs in connection with the scheme.
- Reconcile the capital cost effect of client or consultant proposals in relation to the client approved cost, and where that sum will be exceeded, identify methods of adjustments in association with the project team.
- Review all cost advice received from consultants and obtain cost comparisons and cost checks as required.
- Manage co-ordination of the client's briefs and other project information with the design and construction solution.
- Regularly review that the design is being developed in accordance with the client brief appropriate for the stage reached.
- Review that the information given by the consultants for the purpose of completing Concise returns in accurate and complete.

Planning

- Prepare, review and update the management control plan for the scheme, incorporate sub-programmes and identify critical activities for attention. Arrange for the preparation of sub-programmes by the design team, project team, commissioning team, equipment officer and evaluation team, based on key dates required by the management control plan.
- Establish and review the programme of activities for each work stage and prepare and update any sub-programmes required.
- Review progress of all programmed activity and implement corrective action as necessary. Co-ordinate and integrate all project activity.
- Prepare, review and update sub-programmes with the management control plan, identifying critical events and milestones.
- Establish, review and update outline construction programmes in conjunction with the design team indicating construction periods and any early ordering/ delivery dates.

Meetings and reports

- Establish programme of meetings for the scheme, including the following:
  a. project sponsor meetings;
  b. appraisal team meetings;
  c. project team meetings;
  d. project team sub-group meetings.

Secretarial support for the above meetings is to be provided by either:

a. the project manager*

or

b. the client*

* Delete option not required. If no deletion (a) shall apply.

- Attend design team and site meetings and any other meetings that may reasonably be necessary to perform the project manager's duties.
- Taking account of information obtained from the project team and lead consultant, prepare progress reports and financial statements for the whole scheme at intervals noted in the project handbook and agreed with the project sponsor, to report progress and anticipated final programme together with anticipated final expenditure against the client approved cost (including cash flow forecasts).

Stage 1

Note: the duties in stage 1 are to be performed in conjunction with the client/project sponsor.

1A Receive from the project sponsor a brief for the appraisal to be carried out. This will define any constraints, costs and form of the required report.

Manage the Appraisal Team.

1B Help the project sponsor identify development priorities highlighting improved use of resources including manpower and property (functional suitability and utilisation). Identify any special factors influencing need or property.

Ensure that the input of other consultants, where appointed, is managed and co-ordinated by the lead consultant, including preparation of the development control plan.

Help the project sponsor review the objectives, constraints and performance criteria to be adopted. (Note: objectives and constraints should be defined and, if possible, quantified to assist formulation and in the evaluation of options.)

Identify any other particular features likely to assist evaluation.

1C Identify alternatives for meeting objectives.

Give clear reasons for early rejection of options.

Specify options for detailed evaluation by reference to objectives, constraints and performance criteria. Note: options may or may not involve capital investment.

Ensure that the input of other consultants, where appointed, is managed and co-ordinated by the lead consultant.

In conjunction with the lead consultant, assist the project sponsor to identify, assess and compare extent and timing of costs and quantifiable

benefits occurring over the life of options discounted to facilitate comparison. Confirm that the written reports prepared by the lead consultant detail these capital and revenue costs and benefits and also include other relevant criteria such as service benefits and outputs, effects on other patient services and other health authorities/health care agencies, locational/siting/accessability aspects, environmental impact, manpower implications, timing, general conditions, availability of utility services etc.

In conjunction with the lead consultant assist the project sponsor to test for uncertainty, assess relative importance of particular estimates and assumptions to determine any feasible changes which could overturn the choice of option, and identify trigger values for reappraisal of options.

Ensure that operational policies, room data sheets and surveys have been completed, that on-costs are truly reflective of the site situation and that the most favoured option can be built from within the AIP cost.

1D In conjunction with the lead consultant, assist the project sponsor to summarise and present results of evaluation to explain choice of option and identify likely improvements to patient services and performance. Assist the project sponsor to prepare the option appraisal report.

Prepare an outline and timetable of key events in the procurement process, including commissioning and evaluation.

Agree the development control plan proposed by the lead consultant and design team and ensure that project sponsor input is incorporated.

1E With assistance from the project sponsor prepare the AIP submission.

Ensure that the input of other consultants, where appointed, is managed and co-ordinated by the lead consultant.

Stage 2

2A Assist the project sponsor in the preparation of the scheme brief to ensure that it is comprehensive in scope.

Issue the scheme brief to the design team through the lead consultant, and resolve any queries.

Prepare, review and update the management control plan setting out key dates for the scheme based on its objectives, incorporating information from the sub-programmes prepared by and agreed with the lead consultant and any other sub-programmes.

Obtain any comments from the lead consultant and the design team, if appointed, on the management control plan and resolve any queries.

2B Obtain certificates of readiness to proceed to design from the lead consultant and pass to project sponsor together with completed certificate of readiness to proceed to design provided by the project manager. Resolve any outstanding briefing matters.

2C In conjunction with the project team review outline proposals against scheme brief, resolve all discrepancies and agree in conjunction with the

project sponsor the spatial arrangements, proposed materials, appearance and room relationships.

Review the updating of the development control plan and agree in conjunction with the project sponsor the details of the scheme, its functional content and relationship of departments.

Obtain advice from the lead consultant, review and agree with the lead consultant on the need for soil investigation, site and structural surveys and make recommendations to project sponsor for approval.

Obtain a report on the recommended site from the lead consultant and take action as necessary.

Obtain a report from the lead consultant recording agreements reached with local authorities and utility suppliers. Review and resolve any outstanding matters with the lead consultant.

Liaise with appropriate statutory bodies and interested parties (for example Universities).

Regularly review the management control plan and the progress of the project and design teams.

2D Agree development control plan with lead consultant.

On advice from the lead consultant, agree with the lead consultant and make recommendations to the project sponsor on the need for specialist contractors, sub-contractors or suppliers to design and execute part of the work, if required, and obtain approval from the project sponsor.

Confirm site availability and any restrictive covenants, rights of way, etc. with the project sponsor.

2E Arrange for calculation of and pass estimates of non-works revenue costs to the lead consultant for incorporation into the budget cost.

Review finalisation of budget cost statement; obtain advice from lead consultant on the implications of changes in the cost of the scheme and the programme and resolve with project sponsor.

Ensure that decisions and design are reconciled with the AIP cost.

2F Obtain stage 2 submission from the lead consultant, review and pass to project sponsor for approval.

Prepare report on procurement method and contract procedure for project sponsor on basis of report from lead consultant.

2G Obtain report from the lead consultant demonstrating the cost effectiveness of the scheme, consider any changes since stage 1 and confirm to the project sponsor in a viability report whether the scheme can be accommodated within available capital and works related revenue resources and to the time and quality objectives.

Finalise procurement and contract methods in conjunction with lead consultant.

2H Seek approval from project sponsor to proceed to stage 3.

Stage 3

3A In association with the project team, assist the project sponsor to complete a comprehensive design brief.

Issue the design brief to the design team through the lead consultant, and resolve any queries.

Review management control plan and incorporate agreed programme of design team activity obtained from lead consultant and any other sub-programmes.

Review cost plan and compare with the budget cost, resolve any discrepancies or queries.

3B Obtain certificates of readiness to proceed to design (re-affirmation) from lead consultant and pass to project sponsor together with completed certificate of readiness to proceed to design provided by the project manager. Resolve any outstanding briefing matters.

Confirm with lead consultant compliance with EC procedures and directives.

3C Obtain a detailed report from the lead consultant concerning the design development, discuss and agree the design proposals including exterior design, interior design, standards of construction, quality of materials, and standard of workmanship. Report to and obtain agreement from project sponsor.

Recommend any special investigations advised by the lead consultant and obtain approval from the project sponsor.

Consider any changes to cost and programme advised by the lead consultant and resolve.

Liaise with the project sponsor regarding matters which may influence the physical method of procuring the works e.g. access, security, neighbours and take action as required.

Set up arrangements in conjunction with the project sponsor for the procurement of equipment, obtain schedules, discuss with lead consultant the requirements for Group 1 and 2 equipment and confirm to the project sponsor that programme, cost and quality objectives can be met.

Receive advice from the lead consultant regarding the selection and method of appointment of sub-contractors, and extent of design and specification to be included in tender documents.

Review with the lead consultant the need for site inspection staff.

Obtain confirmation from lead consultant that final plans have been co-ordinated.

Obtain confirmation from the lead consultant that all necessary planning, building control, health and safety, fire and other approvals have been granted, and all conditions complied with.

Review the design/cost report received from the lead consultant and report to the project sponsor.

3D Seek approval from the project sponsor and issue formal instructions to the lead consultant that the design team can proceed with the detailed design in accordance with the design/cost report.

Set up arrangements for commissioning in conjunction with the project sponsor, including appointment of commissioning team and commissioning officer.

Receive the commissioning brief from the project sponsor. Review the contents of the commissioning brief and resolve any queries with the project sponsor and project team.

Manage the review of the detail design against the design brief by the Project Team and resolve all discrepancies.

3E Review quality and co-ordination of production information and monitor progress against programme.

On the advice of the lead consultant, finally agree the contract period, the content of the preliminaries and other contract conditions to obtain tenders.

Agree with project sponsor the involvement of client staff in commissioning and demonstration of engineering services systems.

3F Review the pre-tender cost check and obtain confirmation from the lead consultant that the tender documentation complies with the design brief.

3G Obtain design and QS certificates as well as certificates to proceed to tender from lead consultant and pass to project sponsor with completed certificate to proceed to tender provided by the project manager.

Stage 4

4A Receive instruction from project sponsor to proceed to tender and confirm with design team.

Consider advice from the lead consultant about any other contracts which need to be let prior to the main contract commencing, report to project sponsor and confirm with lead consultant.

Recommend to project sponsor the need for site inspection staff based on advice from the lead consultant. Arrange for any site inspection staff to be appointed by the client.

Select a list of tenderers including arranging pre-tender interviews and assessment on the basis of the results of European Community advertisements or the authority's approved list. Take advice from the lead consultant about the suitability of tenderers.

4B Finalise tender list with project sponsor and instruct lead consultant to co-ordinate the invitation of tenders.

4C Consider tender report received from lead consultant, reconcile tender with budget and make recommendations to project sponsor. Agree procedure for tender indexation with lead consultant.

If excess tender received, agree method of proceeding with project sponsor. If tender reduction is to be negotiated, instruct lead consultant of requirements, manage work required, assess lead consultant's report and obtain approval to proceed from project sponsor.

4D Receive advice from lead consultant about the appointment of contractors and on the responsibilities of the client, contractor, architect, contract administrator and quantity surveyor (and any other consultants) under the terms of the contract and inform the project sponsor.

Ensure the lead consultant co-ordinates the preparation of the contract documents and arranges for the contract to be signed by the client and the contractor.

Check building programme against management control plan and adjust as required.

Arrange, attend and chair a pre-contract meeting with contractor as required.

4E Confirm that cost analysis is carried out and arrange with the project sponsor for inclusion in the Concise 3 database.

Prepare interim evaluation report for the scheme during its pre-contract stage in a form agreed with the project sponsor.

Advise project sponsor of approved sum, receive instructions to proceed to construction and advise lead consultant.

Stage 5

5A Confirm requirements for financial reporting and financial consequences of variations to lead consultant as set out in the project handbook.

Ensure the contractor's insurance policies are in accordance with contract conditions for the works.

5B Advise and update the project sponsor with a view to seeing that the client's contractual obligations are being met.

Regularly review the performance of contract administration and post contract procedures and take remedial action as required. Obtain confirmation from the lead consultant that local and other statutory authority procedures are complied with.

Assess whether the consultants are providing adequate site inspection in accordance with their contract of engagement and take any actions required.

Review progress against contractor's programme, attend site progress meetings as necessary, and resolve any problems as necessary.

Monitor interim payments and the circulation and acknowledgement of certificates. Advise the project sponsor on any deductions that may be made from interim payments under the terms of the building contract.

Monitor the procurement and installation of Group 2 equipment, review schedules of Group 3 and 4 equipment, and that cost, quality and programme are in accordance with budget and time requirements. Review that Group 2 equipment is available in accordance with the contractor's programme.

Confirm availability of revenue funds with project sponsor.

On the advice of the lead consultant advise project sponsor on statutory and other certificates required prior to occupation.

5C Confirm that the certificate of practical completion is issued. Obtain confirmation that all statutory requirements have been complied with.

Review co-ordination of inspection of the works on practical completion by the lead consultant and all subsequent actions.

Implement any temporary security arrangements agreed with the project sponsor.

Arrange for user groups to visit site to gain familiarity with the building and engineering services.

Obtain record drawings, operating manuals, production information manuals from lead consultant and pass to project sponsor.

Arrange for client to receive the completed building including arranging for keys to be passed to the delegated officer of the client.

Prepare reconciliation of expenditure against the overall scheme budget and identify budget for commissioning and evaluation.

Receive construction certificates from lead consultant and pass to project sponsor.

5D Manage the settlement of the final account and associated VAT liability. Advise the project sponsor of any client involvement as party to the contract in the consideration of claims, any dispute or difference relating to the works or any financial adjustment such as the deduction of liquidated and ascertained damages. Provided always that such advice shall not relate to the detailed examination of financial claims or extend to advising the project sponsor in the taking of any step in or towards litigation or arbitration, without specific instructions from the project sponsor.

Confirm that the lead consultant and design team have carried out the client's procedures regarding audit information and take any action required.

Receive post contract services and cost control certificate from lead consultant and pass to project sponsor.

Obtain fire and any statutory compliance certificates on behalf of the client, prior to occupation.

Review that defects are reported and rectified during defects liability period. Confirm that certificate of making good defects is issued.

Confirm that final certificate is issued.

Stage 6

6A Provide the commissioning team with overall targets in terms of programme and budget in accordance with the commissioning brief.

Confirm to project sponsor operational policies from design brief.

Confirm consequential closures/transfers to project sponsor.

6B Review and co-ordinate the performance of commissioning team in the execution of the works related duties.

From advice given by the commissioning team reconcile total manpower and non-staff costs with the overall approved scheme cost and take any action required.

Review finalisation of the equipment schedules by the project sponsor and commissioning team, with a view to seeing that the procurement of equipment is within programme, to the required quality and within the overall budget.

Confirm that local interests have been consulted.

Arrange meetings with and liaise with client staff on the compilation of the asset register including the arrangement and organisation of technical input.

6C Agree with project sponsor the final security requirements for the building and organise any phased handover.

6D Assist the project sponsor with the formal opening and publicity.

Assist the project sponsor with co-ordination of closures/transfers.

From advice received from the commissioning team reconcile commissioning costs including equipment against the overall approved capital cost and reconcile works related revenue costs within revenue budget. Reconcile associated VAT costs.

Stage 7

7A Prepare final evaluation report of the scheme during development, incorporate the interim report, identify lessons to be learned and arrange feedback.

7B Check with the project sponsor whether an evaluation of the scheme in operation is to be carried out.

Other duties (to be added);

Schedule 2 of the memorandum of agreement

This schedule lists the information which the project sponsor will provide to the project manager. It also lists any actions required to enable the project manager to meet his obligations under the terms of this agreement, including performing the duties set out in schedule 1. The information and actions are to be provided timeously in accordance with the programme.

Should the project sponsor be unable to provide any of the information listed, then the project sponsor should make separate arrangements for it to be provided from other sources.

The information and actions listed in this schedule must be compatible with the project manager's duties described in schedule 1.

List of information and actions

Schedule of information and actions to be provided by the project sponsor.

Generally

- Approve recommendations made by the project manager for selection of consultants and authorise final appointments.
- Identify client's specific insurance requirements.
- Identify all client procedures.
- Respond to all valid requests for instructions.
- Confirm frequency of project sponsor meetings.
- Confirm frequency of progress and financial reports.
- Resolve any outstanding briefing matters after the issue of each brief.
- Confirm amendment to any briefs.
- Contribute to and authorise issue of briefs to consultants including any amendments to the briefs.
- Respond to any recommendations for action on consultant's employment, including amendments to their contracts of employment.
- Authorise limit of delegated authority for consultants.
- Nominate and arrange as necessary membership of project team at each work stage, in conjunction with the project manager.
- Respond to recommendations of all reports.
- On basis of certificates and reports received authorise the project manager to proceed to the next work stage.
- Give authority to proceed with employment of specialist contractors, main contractor, sub-contractors, investigations, surveys etc for the design, supply and execution of the works or part thereof.
- Confirm sufficient funds are available for the scheme and ensure that funding is available to progress to each stage.
- Advise on the overall cost budget and on the allocation of costs to either capital or revenue budgets.
- Provide estimates of non-works revenue costs.

Stage 1

- Nominate membership of appraisal team.
- Provide appraisal brief.
- In conjunction with project manager identify development priorities for stage 1.
- Review and define objectives, constraints and performance criteria.
- Identify, assess and compare extent and timing of costs and quantifiable financial benefits occurring over functional life of options.
- Identify and describe service benefits and outputs over the functional life of options.
- Identify and assess locational/siting aspects.
- Identify effect on other patient services, other health authorities and other health care agencies.
- Test for uncertainty, assess relative importance of estimates to determine any feasible changes which could overturn choice of options.
- Identify trigger values to initiate re-appraisal.
- Approve the development control plan.
- Summarise and present results of evaluation to explain choice of option and identify improvements to patient services and performance. Provide option appraisal report and assist in preparation of approval in principle submission.

Stage 2

- With the assistance of the project manager provide scheme brief including objectives, outline requirements in terms of content, accommodation, location and town planning statement, management control plan and procurement strategy.
- Agree outline proposals against scheme brief and confirm special arrangements, proposed materials and room relationships.
- Agree details of scheme, functional content and relationship of departments.
- Confirm site availability and any restrictive covenants, rights of way, etc.
- Agree recommended changes to the cost or programme of the works.
- Confirm procurement method and contract procedure.
- Approve the stage 2 submission.

Stage 3

- With the assistance of the project manager and in association with the project team provide a comprehensive design brief.
- Authorise any special investigations.
- Instruct on matters which may influence the physical method of procuring the works such as access, security, neighbours.
- Establish arrangements for equipment procurement and approve programme, cost and quality objectives.
- Set up arrangements for commissioning, including appointment of commissioning team and commissioning officer.

- Provide commissioning brief and issue to the commissioning team through the commissioning officer.
- Agree involvement of client staff in commissioning and demonstration of engineering services system.

Stage 4

- Agree any contracts which should be let prior to the main contract.
- Authorise any site inspection staff.
- Provide initial consideration of tender list based on authority's approved list or as a result of advertisement following European Community procedures.
- Agree final tender list and give instructions for tender documents to be distributed.
- Advise project manager of client procedures for opening tenders.
- Agree method of proceeding with the scheme after receipt of tenders.
- Authorise approved sum and give instruction for construction work to proceed.
- Agree responsibilities of client under terms of the contract and perform all necessary actions.
- Arrange for signature of contract documents.
- Agree distribution of cost analysis.
- Agree form of the interim evaluation report.

Stage 5

- Agree any deductions from interim payments.
- Confirm availability of revenue funds and update commissioning brief if required.
- Approve any required temporary security arrangements.
- Receive building and nominate a delegated officer to take possession of the keys for the building.
- Provide any client involvement in the settlement of claims and any dispute or difference relating to the works.
- Confirm any action required regarding audit procedures and inspections.

Stage 6

- Approve operational policies.
- Update commissioning brief as necessary.
- Approve closures/transfers.
- Approve equipment schedules with agreed programme, cost and quality requirements.
- Approve final security requirements and phased handover.
- Arrange for the formal opening and publicity.
- Arrange co-ordination of closures/transfers.

Stage 7

- Arrange for operational evaluation of the scheme.

A. AS WITNESS the hands of the parties the day and year first above written

Signed _____
(client)

Witness to the signature of the client

Name _____

Address _____

_____

_____

Description

_____

Signed

_____
Project manager

Witness to the signature of the project manager

Name _____

Address _____

_____

_____

Description

_____

***or**

B. EXECUTED AS A DEED by the client hereinbefore mentioned namely _____

_____ (health authority)

by affixing its common seal
in the presence of:

(Authorised official) _____

*i EXECUTED AS A DEED by the consultant hereinbefore mentioned namely _____ whose signature is here subscribed

_____ (Consultant)

For execution as a deed by an individual or partner

in the presence of (witness)

Name _____

Address _____

_____

_____

Description

_____

For execution as a deed if the consultant is a company using its common seal

*ii EXECUTED AS DEED by the consultant hereinbefore mentioned namely

_____ (Consultant)

by affixing its common seal in the presence of:

(Authorised signatory) _____

For execution as a deed if the consultant is a company registered under the Companies Act and it is not using a common seal

*iii EXECUTED AS A DEED by the consultant hereinbefore mentioned namely

_____ (consultant)

acting by a director and its secretary/two directors whose signatures are here subscribed:

Namely _____

(Signature) _____ (director)

AND _____ (secretary/director)

(Signature) _____

*delete as appropriate.

NOTE: Use either A (under hand) or B (as a deed). Delete alternative not required. If no deletion is made A will apply.

PARTNERSHIP
If the consultant's practice is a partnership the agreement must be executed by a partner duly authorised to sign on behalf of the partnership.

COMPANY – WITH SEAL
If the consultant's practice is constituted as a company and it is affixing its common seal to the agreement, it must be signed by the officer/s of the company who is/are authorised to witness the sealing.

COMPANY – WITHOUT SEAL
If the consultant's practice is constituted as a company registered under the Companies Acts and it is not using a common seal, the agreement must be signed either by a director and the company secretary or two directors.

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NHS Estates is an Executive Agency of the Department of Health and is involved with all aspects of health estate management, development and maintenance. The Agency has a dynamic fund of knowledge which it has acquired during 30 years of working in the field. Using this knowledge NHS Estates has developed products which are unique in range and depth. These are described below.

NHS Estates also makes its experience available to the field through its consultancy services.

Enquiries should be addressed to: NHS Estates, Euston Tower, 286 Euston Road, London NW1 3DN. Telephone: 071-388 1188.

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Capricode – a framework for the efficient management of capital projects from inception to completion. *HMSO*

Works Information Management System – a computerised information system for estate management tasks, enabling tangible assets to be put into the context of servicing requirements. *NHS Estates*

Option Appraisal Guide – advice during the early stages of evaluating a proposed capital building scheme. Supplementary guidance to Capricode. *HMSO*

Health Building Notes – advice for project teams procuring new buildings and adapting or extending existing buildings. *HMSO*

Health Technical Memoranda – guidance on the design, installation and running of specialised building service systems, and on specialised building components. *HMSO*

Encode – shows how to plan and implement a policy of energy efficiency in a building. *HMSO*

Firecode – for policy, technical guidance and specialist aspects of fire precautions. *HMSO*

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